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COVENANT OF DEED RESTRICTION

Recording Requested By:

Pacific Gas and Electric Company

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COVENANT AND AGREEMENT  
TO RESTRICT USE OF PROPERTY

Pacific Gas and Electric Company  
San Rafael, California

This Covenant and Agreement ("Covenant") is made as of the  
fourteenth day of July, 1989 by Pacific Gas and Electric  
Company, ("Covenantor"), a California Corporation which is the  
Owner of record of certain property situated in San Rafael,  
State of California, described in Exhibit A attached hereto and  
incorporated herein by this reference ("the Property") and by  
the California Department of Health Services, with reference to  
the following facts:

- A. This property contains hazardous substances.
- B. Description of Facts.

B.1. Contamination of the Property. The Property was  
the site of a gas manufacturing facility which operated from  
1875 until its dismantling in 1960. Disposal of waste residues  
from the gas manufacturing process in low-lying marsh areas of

1 the Property during this period resulted in contamination of  
2 soil and groundwater by polynuclear aromatic hydrocarbons  
3 (PNAs), also known as polycyclic aromatic hydrocarbons (PAHs).

4 Fuel storage facilities were formerly located within the  
5 Property. A gasoline station formerly located at the southwest  
6 corner of Second Street and Lincoln Avenue was leased by PG&E to  
7 an independent operator. PG&E fueling facilities were formerly  
8 located south of Second Street, between Brooks Street and  
9 Lindaro Avenue. Two above-ground gasoline tanks and one  
10 underground diesel tank were formerly located centrally in the  
11 portion of the Property bounded by Lindaro Avenue, Second  
12 Street, Lincoln Avenue, and the railroad right-of-way. Trace  
13 contamination of gasoline constituents, including benzene, toluene  
14 ethylbenzene and xylene have been found in soils in the vicinity  
15 of these fueling facilities and may be intermingled with the  
16 residues from the gas manufacturing process. In December, 1986  
17 the above-ground and underground tanks from fueling facilities  
18 formerly located within the Property were removed, together with  
19 surrounding soil containing elevated levels of fuel  
20 constituents, for offsite disposal at a Class I landfill.

21 B.2. Exposure Pathways. The contaminants addressed in  
22 this Covenant have been found in soils and groundwater on the  
23 Property. Exposures can take place via in-place contact,  
24 surface-water runoff, and wind dispersal, resulting in dermal  
25 contact, inhalation, or ingestion by humans. The risk of public  
26 exposure is lessened by distance from contaminants, shortened  
27

1 length of time of exposure, containment of contaminants and  
2 mitigation measures to control exposure. The purpose of the  
3 mitigation measures which have been used at the Property is to  
4 eliminate any significant risks to human health or the  
5 environment. A description of potential human health effects  
6 of contaminants found on the site is described in Exhibit B  
7 attached hereto and incorporated herein by this reference.

8 B.3. Adjacent Land Uses and Population Potentially  
9 Affected. The Property is located in a downtown commercial area  
10 of the City of San Rafael. Businesses within a two block radius  
11 of the Property include restaurants, auto repair shops, a  
12 sporting goods store, office buildings, banks, and a PG&E  
13 substation. The Property is adjacent to the tennis courts,  
14 baseball field, and Marin Wildlife Center located in Albert  
15 Park. The Property is located 300 meters (2/10 mile) from the  
16 Davidson Middle School. The Property is bisected by Lindero  
17 Avenue which has heavy vehicle and pedestrian traffic. There  
18 are no private residences within a two block radius of the  
19 Property.

20 C. Covenantor has made full and voluntary disclosure  
21 to the Department of the presence of hazardous substances on the  
22 Property, and Covenantor has conducted extensive sampling of the  
23 Property.

24 D. Covenantor desires and intends that in order to  
25 protect the present or future public health and safety, the  
26 Property shall be used in such a manner as to avoid potential  
27 harm to persons or property which may result from hazardous

1 substances which have been deposited on unspecified portion(s)  
2 of the Property.

3 ARTICLE I

4 GENERAL PROVISIONS

5 1.1 Provisions to Run With the Land. This Covenant  
6 sets forth protective provisions, covenants, restrictions, and  
7 conditions, (collectively referred to as "Restrictions"), upon  
8 and subject to which the Property and every portion thereof  
9 shall be improved, held, used, occupied, leased, sold,  
10 hypothecated, encumbered, and/or conveyed. Each and all of the  
11 Restrictions shall run with the land, and pass with each and  
12 every portion, of the Property, and shall apply to and bind the  
13 respective successors in interest thereof. Each and all of the  
14 Restrictions are imposed upon the entire Property unless  
15 expressly stated as applicable to a specific portion of the  
16 Property. Each and all of the Restrictions are for the benefit  
17 of and enforceable by the Department in accordance with  
18 applicable law.

19 1.2 Concurrence of Owners Presumed. All purchasers,  
20 lessees, or possessors of any portion of the Property shall be  
21 deemed by their purchase, leasing, or possession of such  
22 Property, to be in accord with the foregoing and to agree for  
23 and among themselves, their heirs, successors, and assignees,  
24 and the agents, employees, and lessees of such owners, heirs,  
25 successors, and assignees, that the Restrictions as herein  
26 established must be adhered to for the benefit of future Owners  
27 and Occupants and that their interest in the Property shall be

1 subject to the Restrictions contained herein.

2 1.3 Incorporation Into Deeds and Leases. Covenantor  
3 desires and covenants that the Restrictions set out herein shall  
4 be incorporated in and attached to each and all deeds and leases  
5 of any portion of the Property.

6 ARTICLE II

7 DEFINITIONS

8 2.1 Department. "Department" shall mean the California  
9 State Department of Health Services and shall include its  
10 successor agencies, if any.

11 2.2 Improvements. "Improvements" shall mean all  
12 buildings, roads, driveways, regradings, and paved parking  
13 areas, constructed or placed upon any portion of the Property.

14 2.3 Occupants. "Occupants" shall mean Owners and those  
15 persons entitled by ownership, leasehold, or other legal  
16 relationship to the exclusive right to occupy any portion of the  
17 Property.

18 2.4 Owner or Owners. "Owner" or "Owners" shall mean  
19 the Covenantor and/or its successors in interest, including  
20 heirs, and assigns, who hold title to all or any portion of the  
21 Property.

22 2.5 Director. "Director" shall mean the Director of  
23 the California Department of Health Services or his or her  
24 designee.

25

26

27

## ARTICLE III

## DEVELOPMENT, USE, AND CONVEYANCE OF THE PROPERTY

3.1 Restrictions on Development and Use. Covenantor promises to restrict the use of the Property as described in said Exhibit A as follows:

a. Development of the Property shall be restricted to commercial or office space.

b. No residence for human habitation shall be permitted on the Property.

c. No hospitals shall be permitted on the Property.

d. No schools for persons under 21 years of age shall be permitted on the Property.

e. No day care centers for children or day care centers for Senior Citizens shall be permitted on the Property.

f. The entire area shall be covered with buildings, parking, walkways or landscaping (hereinafter collectively referred to as "Cap") to prevent offsite migration of contaminants, and prevent exposure to onsite workers.

g. No grading or excavation on the Property that would permanently expose contaminated soils shall be permitted.

h. Any contaminated soils brought to the surface by grading, excavation, trenching, or backfilling shall be managed in accordance with Consent Order Docket Number: HSA 89/90-002 agreed to by Covenantor and the Department and all applicable provisions of state and federal law.

i. All uses and development of the property shall preserve the integrity of the slurry wall, groundwater

1 extraction system, groundwater treatment system, and groundwater  
2 monitoring system installed on the Property pursuant to the San  
3 Francisco Bay Regional Water Quality Control Board (RWQCB) Waste  
4 Discharge Requirements Order Number 85-80 adopted on  
5 June 19, 1985, except as approved by the RWQCB. In addition,  
6 Covenantor promises to comply with the following requirements:

7 j. The Owner shall notify the Department and the RWQCB  
8 of each of the following: 1) The type, cause, location and date  
9 of any disturbance to the Cap which could affect the ability of  
10 the Cap to contain subsurface hazardous substances on the  
11 Property and 2) The type and date of repair of such disturbance.  
12 Notification to the Department shall be made by registered mail  
13 within five (5) working days of both the discovery of cap  
14 disturbance and the completion of repairs.

15 k. The Department or the RWQCB shall have access to  
16 the Property for the purposes of inspection, surveillance,  
17 or monitoring, as provided for in Chapters 6.5 and 6.8 of the  
18 Health and Safety Code and Chapter 4 of Division 7 of the Water  
19 Code.

20 3.2 Conveyance of Property. The Owner or Owners shall  
21 provide a thirty (30) days advance notice to the Department of  
22 any sale, lease, or other conveyance of the Property or an  
23 interest in the Property to a third person. The Department  
24 shall not, by reason of the Covenant, have authority to approve,  
25 disapprove, or otherwise affect any sale, lease, or other  
26 conveyance of the Property except as otherwise provided by law  
27 or by reason of this Covenant.

1           3.3     Enforcement. Failure of the Owner to comply with  
2 any of the requirements, as set forth in paragraph 3.1 shall be  
3 grounds for the Department, by reason of this Covenant, to have  
4 the authority to require that the Owner modify or remove any  
5 Improvements constructed in violation of the provisions of  
6 Paragraphs 3.1. (f) through (i) of this Covenant, and to modify  
7 any use of the Property in violation of the provisions of  
8 Paragraphs 3.1 (a) through (e) of this Covenant.

9                                 ARTICLE IV

10                                AMENDMENT AND TERMINATION

11           4.1     Amendment. Any Owner, or, with the Owner's consent,  
12 any Occupant of the Property or any portion thereof may apply to  
13 the Department for a written amendment from the provisions of  
14 this Covenant. Such application shall contain 1) a statement of  
15 who is applying for the amendment; 2) the proposed amendment; and  
16 3) a statement of reasons in support of the granting of the  
17 amendment. In addition, the owner shall demonstrate to the  
18 satisfaction of the Department that the proposed amendment will  
19 not cause or allow any of the following effects associated with  
20 hazardous waste or extremely hazardous waste:

21           a.       The creation or increase of significant present or  
22 future hazards to the public.

23           b.       Any significant diminution of the ability to  
24 mitigate any significant potential or actual hazard to public  
25 health.

26           c.       Any long-term increase in the number of humans or  
27 animals exposed to significant hazards which affect the health,



1 well-being, or safety of the public.

2       Upon making a decision to approve or deny the proposed  
3 amendment, the director shall issue and cause to be served the  
4 decision and findings of fact on the owner of the land, the  
5 legislative body of the city or county in whose jurisdiction the  
6 land is located, and upon any other interested persons. If the  
7 Department agrees to the proposed amendment, the director and all  
8 of the owners of the land shall execute an instrument reflecting  
9 this agreement, shall particularly describe the real property  
10 affected by the instrument, and the owner shall record the  
11 instrument in the county in which the land is located within ten  
12 (10) days of the date of execution.

13       4.2       Termination. Any Owner or, with the Owner's  
14 consent, an Occupant of the Property or a portion thereof may  
15 apply to the Department for a termination of the Restrictions as  
16 they apply to all or any portion of the Property on the ground  
17 that the substances no longer create a significant existing or  
18 potential hazard to present or future public health or safety.  
19 Any application shall contain sufficient evidence for the  
20 Department to make a finding upon any or all of the following  
21 grounds:

22       a.       The hazardous substances which caused the land to  
23 be contaminated have since been removed or altered in a manner  
24 which precludes any significant existing or potential hazard to  
25 present or future public health.

26       b.       New scientific evidence is available concerning  
27 either of the following:

- 1                   1.    The nature of the hazardous substances
- 2                            contamination;
- 3                            or
- 4                   2.    The geology or other physical environmental
- 5                            characteristics of the contaminated land.

6           Upon making a decision to approve or deny the  
7 proposed termination, the director shall issue and cause to be  
8 served the decision and findings of fact on the owners of the  
9 land, the legislative body, and the city or county in whose  
10 jurisdiction the land is located, and upon any other interested  
11 person. If the Department approves, in writing, the proposed  
12 termination of the Restrictions, the director and all of the  
13 owners of the land shall record or cause to be recorded, a  
14 termination of the Restrictions which shall particularly  
15 describe the real property subject to the Restrictions and which  
16 shall be indexed by the recorder in the grantor index in the  
17 name of the record title owner of the real property subject to  
18 the Restrictions, and in the grantee index in the name of the  
19 Department.

20           4.3 Term. Unless terminated in accordance with paragraph  
21 4.2 above, by law or otherwise, this Covenant shall continue in  
22 effect in perpetuity.

## 23                                   ARTICLE V

### 24                                   MISCELLANEOUS

25           5.1 No Dedication Intended. Nothing set forth herein  
26 shall be construed to be a gift or dedication, or offer of a  
27 gift or dedication, of the Property or any portion thereof to

1 the general public or for any purposes whatsoever.

2 5.2 Notices. Whenever any person gives or serves any  
3 notice, demand, or other communication with respect to this  
4 Covenant, each such notice, demand, or other communication shall  
5 be in writing and shall be deemed effective 1) when delivered,  
6 if personally delivered to the person being served or to an  
7 officer of a corporate party being served or official of a  
8 government agency being served, or 2) three (3) business days  
9 after deposit in the mail if mailed by United States mail,  
10 postage paid certified, return receipt requested:

11 To: "Covenantor"  
12 Pacific Gas and Electric Company  
13 Attention: Redwood Region General Services  
14 Manager  
15 111 Stony Circle  
16 Santa Rosa, CA 95401-9599

14 Copy to: California Department of Health Services  
15 Toxic Substances Control Division  
16 Technical Support Unit  
17 714/744 P Street  
18 Post Office Box 942732  
19 Sacramento, CA 94234-7320

18 Copy to: California Department of Health Services  
19 Toxic Substances Control Division  
20 Attention: PG&E-San Rafael Project Officer  
21 5850 Shellmound Street, Suite 100  
22 Emeryville, CA 94608

21 5.3 Partial Invalidity. If any portion of the Restrictions  
22 set forth herein or terms is determined to be invalid for any  
23 reason, the remaining portion shall remain in full force and  
24 effect as if such portion had not been included herein.

25 5.4 Article Headings. Headings at the beginning of each  
26 numbered article of this Covenant are solely for the convenience  
27 of the parties and are not a part of the Covenant.

5.5 Recordation. This instrument shall be executed by the Covenantor and by the Chief of the Region 2, Toxic Substances Control Division of the California Department of Health Services. This instrument shall be recorded by the Covenantor in the County of Marin within ten (10) days of the date of execution.

5.6 References. All references to Code sections include successor provisions.

IN WITNESS WHEREOF, the parties execute this Covenant as of the  
date set forth above.

Covenantor: Pacific Gas and Electric Company

By:

Richard A. Draeger

Title:

Vice President - General Services

Date:

July 18, 1989

Agency:

State of California

Department of Health Services

By:

Howard K. Hatayama

Title:

Section Chief, Region 2

Toxic Substances Control Division

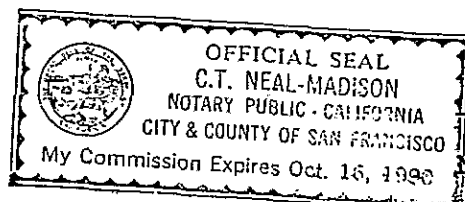
Date:

July 18, 1989

1 STATE OF CALIFORNIA )  
 2 CITY AND )  
 3 COUNTY OF SAN FRANCISCO )

4 On July 18, 1989 before me, the undersigned, a Notary  
 5 Public in and for said state, personally appeared \_\_\_\_\_  
 6 Mr. R. A. Drzyger, personally known to me or proved to me on the  
 7 basis of satisfactory evidence to be the person who executed the  
 8 within instrument as Covensor of the corporation that  
 9 executed the within instrument, and acknowledged to me that such  
 10 corporation executed the same pursuant to its bylaws or a  
 11 resolution of its board of directors.

12  
 13 WITNESS my hand and official seal.



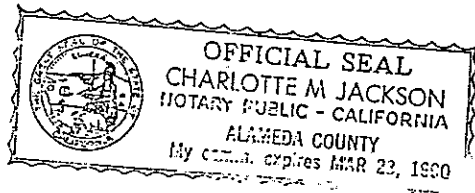
C.T. Neal-Madison

Notary Public in and for said  
 County and State

1 STATE OF CALIFORNIA )  
 2 COUNTY OF ALAMEDA )

3  
 4 On July 18, 1989 before me, the undersigned, a Notary  
 5 Public in and for said state, personally appeared  
 6 Howard K. Hatayama, personally known to me or proved to me on  
 7 the basis of satisfactory evidence to be the person who executed  
 8 the within instrument as Chief of the Region 2, Toxic Substances  
 9 Control Division of the Department of Health Services, the  
 10 Agency that executed the within instrument, and acknowledged to  
 11 me that such agency executed the same.

12 WITNESS my hand and official seal.  
 13



*Charlotte M. Jackson*

17 Notary Public in and for said  
 18 County and State  
 19  
 20  
 21  
 22  
 23  
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 27

EXHIBIT "A"  
Legal Description of Premises

PARCEL ONE  
Easterly of Lindaro Street

Beginning at the most southerly corner of the parcel of land described and designated 2 in the deed from the City of San Rafael to Pacific Gas and Electric Company recorded September 16, 1938 in Book 369 of Official Records at page 348, Marin County Records and running thence along the southwesterly boundary line of said parcel of land designated 2

(1) north  $54^{\circ} 38.0'$  west 15.74 feet  
to the southwesterly corner of said parcel of land designated 2; thence leaving the southwesterly boundary line of said parcel of land designated 2 and running along the westerly boundary line of said parcel of land designated 2

(2) north  $7^{\circ} 15.0'$  east 18.66 feet, and

(3) north  $8^{\circ} 53.0'$  east 367.52 feet

to the most northerly corner of said parcel of land designated 2, said most northerly corner being a point in the easterly boundary line of the parcel of land described in the deed from Pacific Gas and Electric Company to the City of San Rafael dated April 6, 1937 and recorded in Book 341 of Official Records at page 128, Marin County Records; thence leaving the westerly boundary line of said parcel of land designated 2 and running along the easterly boundary line of the parcel of land described in said deed dated April 6, 1937

(4) north  $8^{\circ} 53.0'$  east 53.72 feet, and

(5) north  $6^{\circ} 45.0'$  east 300.78 feet

to a point in the southerly boundary line of Second Street, said southerly boundary line being in part the northerly boundary line of the parcel of land conveyed by James L. Flood and Maud L. Flood to Pacific Gas and Electric Company by deed dated June 30, 1925 and recorded in Book 73 of Official Records at page 155, Marin County Records, and of the parcel of land described in the deed from Thomas F. Smith and wife to Pacific Gas and Electric Company dated September 27, 1951 and recorded in Book 702 of Official Records at page 402, Marin County Records; thence leaving the easterly boundary line of the parcel of land described in said deed dated April 6, 1937 and running along the southerly boundary line of Second Street

(6) south  $83^{\circ} 33.0'$  east 429.90 feet

to the most westerly corner of the parcel of land described in the deed from Pacific Gas and Electric Company to the City of San Rafael dated September 20, 1960 and recorded in Book 1507 of Official Records at page 378, Marin County Records; thence leaving said southerly boundary line of Second Street and running along the general westerly boundary line of the parcel of land described in said deed dated September 20, 1960

(7) southerly on a curve to the right with a radius of 10.00 feet, through a central angle of  $90^{\circ} 00' 00''$  and tangent at the northwesterly terminus thereof to the preceding course, an arc distance of 15.71 feet; thence

(8) south  $6^{\circ} 27.0'$  west 299.32 feet; thence

(9) southerly on a curve to the left with a radius of 527.00 feet, through a central angle of  $14^{\circ} 58' 30''$  and tangent at the northerly terminus thereof to the preceding course, an arc distance of 137.73 feet

EXHIBIT "A"  
Legal Description of Premises (Continued)

PARCEL ONE (Continued)

to the most southerly corner of the parcel of land described in said deed dated September 20, 1960 said most southerly corner being also the most northerly corner of the parcel of land described in the deed from the City of San Rafael to Pacific Gas and Electric Company dated May 15, 1960 and recorded in Book 1507 of Official Records at page 381, Marin County Records; thence leaving the general westerly boundary line of the parcel of land described in said deed dated September 20, 1960 and running along the easterly boundary line of the parcel of land described in said deed dated May 15, 1960

(10) southeasterly on a curve to the left with a radius of 527.00 feet, through a central angle of  $21^{\circ} 10' 36''$  and tangent at the northwesterly terminus thereof to a line which has a bearing of north  $8^{\circ} 31.5'$  west, an arc distance of 194.78 feet;

thence leaving the easterly boundary line of the parcel of land described in said deed dated May 15, 1960 and running along the southeasterly boundary line of the parcel of land described in said deed dated May 15, 1960

(11) southwesterly on a curve to the right with a radius of 431.70 feet, through a central angle of  $16^{\circ} 32' 00''$  and tangent at the northeasterly terminus thereof to a line which has a bearing of north  $54^{\circ} 31.5'$  east, an arc distance of 124.56 feet

to a point in the easterly boundary line of the parcel of land conveyed by said deed dated June 30, 1925; thence leaving the southeasterly boundary line of the parcel of land described in said deed dated May 15, 1960 and running along the easterly boundary line of the parcel of land conveyed by said deed dated June 30, 1925

(12) south  $11^{\circ} 05.0'$  west 11.51 feet to the southeasterly corner of the parcel of land conveyed by said deed dated June 30, 1925 and running along the southerly boundary line of the parcel of land conveyed by said deed dated June 30, 1925

(13) westerly on a curve to the right with a radius of 495.85 feet to a point in the easterly boundary line of said parcel of land designated 2; thence running along the easterly boundary line of said parcel of land designated 2

(14) south  $6^{\circ} 45.0'$  west 25 feet, more or less, to the point of beginning.



EXHIBIT A  
Legal Description of Premises (Continued)

PARCEL TWO  
Westerly of Lindaro Street

Beginning at the intersection of the southerly boundary line of Second Street, a city street, with the westerly boundary line of Lindaro Avenue, a city street, and running thence along the westerly boundary line of said Lindaro Avenue,

- (1) south 6° 45.0' west 299.22 feet; thence
- (2) south 8° 53.0' west 405.54 feet to a point in the northerly boundary line of the Northwestern Pacific Railroad Right of Way; thence along said Right of way,
- (3) north 54° 38.0' west 389.82 feet; thence
- (4) north 6° 27.0' east 276.90 feet; thence
- (5) south 83° 33.0' east 237.90 feet; thence
- (6) north 6° 45.0' east 239.00 feet to a point in the southerly boundary line of said Second Street; thence along the southerly boundary line of said Second Street,
- (7) south 83° 33.0' east 120.85 feet, more or less, to the point of beginning; said point of beginning bears south 73° 30' 26" west 35.91 feet distant from the found 1-3/4 inch bronze rod accepted as marking the intersection of the centerline of said Lindaro Avenue with the southerly curb line of said Second Street as shown upon the map filed for record in Volume 2 of Surveys at page 83, Marin County Records.

PARCEL THREE  
San Rafael Substation

Beginning at the northwest corner of the parcel of land conveyed by F. M. Neely and wife to Pacific Gas and Electric Company by deed dated October 28, 1921 and recorded in Book 11 of Official Records at page 209, Marin County Records, and running thence along the westerly boundary line of said parcel of land

- (1) south 6° 27.0' west 230.00 feet;  
thence leaving the westerly boundary line of said parcel of land
- (2) south 83° 33.0' east 237.90 feet;  
thence
- (3) north 6° 45.0' east 239.00 feet  
to a point in the northerly boundary line of said parcel of land; thence running along the northerly boundary line of said parcel of land
- (4) north 83° 33.0' west 239.15 feet, more or less, to the point of beginning.

PARCEL FOUR  
North Bay Division Office

All of that real property situated in the City of San Rafael, County of Marin, State of California, more particularly described as follows:

The parcel of land bounded on the north by the southerly line of Third Street, on the west by the easterly boundary line of Brooks Street, on the south by the northerly boundary line of Second Street and on the east by the westerly boundary line of Lindaro Street.

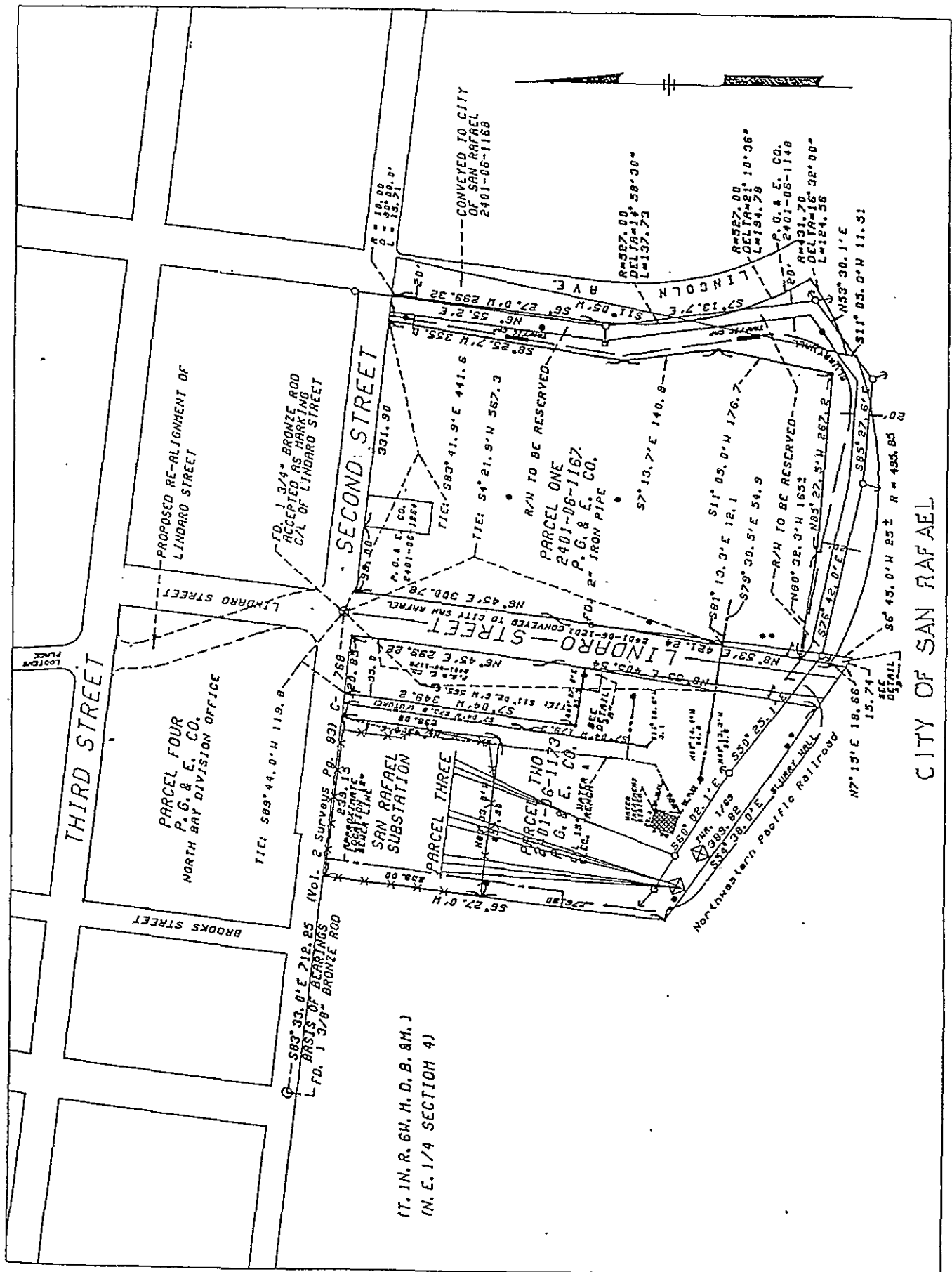


Exhibit B  
Deed Restriction  
Pacific Gas & Electric - San Rafael

The Property is known to contain hazardous substances including benzene, ethylbenzene, toluene, xylene, lead and polynuclear aromatic hydrocarbons, including benzo(a)pyrene and naphthalene. These substances have been contained by the installation of a slurry wall, a site Cap, a system of groundwater monitoring wells, and a water treatment system. If this containment system were to be damaged by unauthorized excavation, destruction of the groundwater extraction system, or impairment of the groundwater treatment system, occupants of the Property could be exposed to the contained chemical compounds, but the exposure would not likely present significant human health risks.

The risk assessment prepared by Harding Lawson Associates ("Final Risk Appraisal, San Rafael Retail Project," dated June 21, 1989) concluded that the pavement and buildings associated with the retail project would mitigate virtually all potential dust emissions from the Property. Volatilization of hazardous substances is not expected to be a significant route of exposure, considering that all landscaped areas will be backfilled with at least two feet of clean soil and vapor barriers and sealants will be used under the buildings to further minimize any potential emissions. Calculated exposure levels to onsite workers and visitors following construction of the retail project are well below the generally accepted risk

## Exhibit B

1  
2  
3 threshold of one in one million.

4 The risk assessment performed by Decision Focus Inc. ("Risk  
5 Assessment of the San Rafael Gas Plant Site, Phase I: Baseline,  
6 Phase II, Trenching", dated June, 1989) concluded that as the  
7 site currently stands (without construction of the retail  
8 project) the lifetime cancer risks to all potentially exposed  
9 populations are well below the one in a million level.

10 Should the additional mitigation measures associated with  
11 the retail project be disturbed for any reason, the worst case  
12 with regard to the lifetime cancer risks would revert to the  
13 conclusion of the risk assessment prepared for the baseline  
14 conditions, which would still be below the one in a million  
15 level.